

REQUEST FOR PROPOSALS CRESTVIEW ELEMENTARY SCHOOL AND CRESTVIEW MIDDLE SCHOOL - DEMOLITION PACKAGE

TIPTON COUNTY SCHOOL DISTRICT Covington, Tennessee

To: General Contractors for Tipton County School District.
From: Hunter Bennett, Maintenance Supervisor
Date: August 3, 2023
Subject: Request for Proposals (RFP) for Crestview Elementary School and Crestview Middle School – Demolition Package.
Contact Name: Hunter Bennett
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SUMMARY OF THE RFP

The Tipton County School District (TCSD), is seeking Contractor proposals to demolish the existing Crestview Elementary School and Crestview Middle School. The Crestview Elementary School is approximately 86,000 SF and the Crestview Middle School is approximately 114,000 SF.

TCSD will utilize the Tennessee Procurement Manual (TPM) as established and maintained by the Tennessee Central Procurement Office (CPO). The Tennessee Procurement Manual shall serve as a guideline in keeping close compliance with Federal, State, and Local procurement requirements. Additional Federal Clauses are added to this RFP for the Office of Management and Budget (OMB) including FEMA Compliances. A copy of the Tennessee Procurement Manual can be found at the Tennessee Central Procurement Office website.

Respondent must submit an acknowledgment that they have reviewed the Tennessee Procurement Manual.

This Request for Proposals is consistent with the FEMA “Public Assistance Program and Policy Guide” (PAPPG) V4 FP-104-009-2 dated June 2020 and Copies of the PAPPG guide is available online at FEMAs website.

Respondents are advised to review these guidelines.

Respondent shall appoint a single Point of Contact (SPOC) for this Project who shall be responsible for managing staff and working with the TCSD Management Team, TCSD Consultants, and TCSD Engineering Firm as requested. The RFP response should describe

how the Respondent will assist TCSD for existing Crestview Elementary School and Crestview Middle School – Demolition Package such that the existing structures are demolished by **November 15, 2023**.

The TCSD will receive proposals from firms having specific experience and qualifications in the areas identified in the request. Information must contain evidence of experience and abilities in the specified area and other disciplines. Other information required by the TCSD may be included elsewhere in the request. This request, possible contract, and event expenditures are not conditioned upon receipt of FEMA funding.

All respondents shall provide key resumes of staff to be assigned to the project. References and examples of similar work will also be required.

A TCSD Demolition Committee or Task Force will review and assess all responses. The committee will only have the response to the request to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work.

RESPONSE SHALL CONTAIN THE FOLLOWING INFORMATION:

1. Evidence that Respondent is authorized to conduct business in the State where its official headquarters is located. Proof that respondent can register with the Tennessee Secretary of State within 14 days if contracted.
2. Able to provide the services, as set forth in the Scope of Services hereto and incorporated herein by reference (the “Services”).
3. Willing and capable of performing the Services in a timely manner, including, but not limited to, maintenance of proper documentation, proper documentation preparation and management and event closure services.
4. Knowledgeable and have experience in the provision of the Services and in insuring that Services are in line with standard FEMA practices.
5. Able to perform the Services in a responsible manner and on short notice recognizing that the TCSD has set the completion of demolition as November 15, 2023.
6. SAM (System for Award Management) number.

RESPONDENT ADDITIONAL INFORMATION THAT MUST BE INCLUDED:

1. Name of respondent, location of respondent's principal place of business, and the place of performance of the proposed contract.
2. Age of responder's business and the average number of employees over the past three (3) years.
3. Resume' listing abilities, qualifications and experience of key individuals who will be assigned to provide the required services.
4. Listing of three similar projects under which Services similar in scope, size, or discipline were performed or undertaken, including at least three (3) references for current projects or those awarded during the past five (5) years. All information in the request must be completed.
5. A Technical Plan with as much detail as practical explaining how the Services will be performed.
6. Plan for subcontractor participation. Note: Vendors are **advised** to contact and utilize small, minority, women-owned, and labor surplus area firms and suppliers. Respondents can utilize the Tennessee Governor's Office of Diversity Business Enterprises (GoDBE); or other state systems, to assist in identifying such companies. A Disadvantaged Business Enterprise (DBE) may also be considered.
7. Provide an Organizational Chart, including **Legal Representative(s) and Financial Officers.**

INSURANCE AND BONDING REQUIREMENTS

Bonding Requirements: This Project will require a 5% Bid Guarantee as determined by TCSD. A Performance/Payment Bond for 100% of the Project will be required. **Respondent must provide bonding ability to match the amount of their response.**

- A. Performance Bond:** Respondent agrees to provide TCSD with performance bond payable to, in favor of, or for the protection of TCSD for the work to be performed in the amount of the Project. **Respondent must provide with the response a letter from their Carrier stating their ability to address this request.**
- B. Payment Bond:** Respondent agrees to provide TCSD with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in the amount of the Project. **Respondent must provide with the response a letter from their Carrier stating their ability to address this request.**

RESPONSE ACCEPTANCE

The original and four (4) copies of the response and all attachments (five copies total) along with one electronic copy of the response saved as a .pdf file and to stored jump drive shall be signed and submitted in a sealed envelope or package to: **Hunter Bennett, Maintenance Director at 1580 Highway 51 South, Covington, TN 38019 no later than 10:00 a.m. Central Time on August 17th, 2023.** Timely submission of the proposal is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. **The envelope or package shall be marked with the proposal opening date and time and shall be marked "Proposal for Crestview Elementary School and Crestview Middle School – Demolition Package".** The time and date of receipt shall be indicated on the envelope or package by the Clerk of the Purchasing Office. **Each page of the Proposal, all attachments and the jump drive shall be identified with the name of the respondent.**

Responses containing incomplete data will be rejected.

All submitted proposals become the property of TCSD and subject to all applicable public records laws include the Tennessee Public Records.

The release of the Request for Proposals does not form an acceptance of any offer, nor does such release in any way obligate TCSD to execute a contract with any party. TCSD reserves the right to accept, reject, or negotiate any or all RFP responses on the basis of the criteria contained within this document. The final decision to execute a prequalification status with any party will be decided by TCSD.

PROPRIETARY INFORMATION

The respondent should clearly mark any and all pages of the response considered to be proprietary information which may remain confidential in accordance with current state law.

When TCSD receives a request to release information designated as confidential or proprietary by a respondent, TCSD shall promptly notify the owner of the information of the request. The owner of the information shall respond to the request in accordance with the procedures and limitations set forth in applicable law.

DEBARMENT

By submitting a response to the RFP, the Respondent certifies that it is not currently debarred from participating in any Federal or State Grant Programs.

EVALUATION PROCEDURE PROCESS:

1. Qualifications of Respondent

Respondents may be required before the award of any contract to show to the complete satisfaction of TCSD that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. **The Respondents may be required to provide legal understanding of both the Tennessee Procurement Manual as well as the Federal Office of Management and Budget Super Circular.** The TCSD may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the TCSD all information for this purpose that may be requested. The TCSD reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the TCSD that the Respondent is properly qualified to carry out the obligations of future contracts and to complete the work described therein. Evaluation of the Respondent's qualifications shall include:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of Respondents to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent; and,
4. The quality of performance of previous contract or services.

First Step: Proposals will be reviewed to meet compliance with the request. Proposals that do not comply with the specifications will be rejected, and no further consideration given.

Second Step: Proposals that complete the First Step will be reviewed/analyzed for determination if the response adequately meets the needs of the TCSD. The following factors will be utilized:

- A. The overall quality of the plan for performing the Project including Safety Practices. The plan must demonstrate a full understanding of the requested services, integrity, and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (Very Important-30 points)
- B. Respondent's ability to perform the Services as reflected by past performance, general experience, specific experience in providing the services, and the qualifications and abilities of personnel to be assigned to perform such services. (Very Important - 30 points)

- C. The personnel, equipment, facilities, technical, and financial resources to perform this type service currently available or demonstrated to be made available at the time of request and possible future contracting. (Important – 10 points)
- D. A record of past performance of similar work. (Important – 10 points).
- E. Cost: (Important 20 points)

Third Step: The TCSD if necessary may contact the most qualified Respondents by telephone to schedule an interview.

SCOPE OF WORK:

The Tipton County School District lost two (2) side by side schools located in east Covington to a tornado on March 31st, 2023. The two existing structures are to be demolished and replaced. The Scope of Work for the Demolition Package includes:

- The Work includes dismantling, leveling and demolition of all improvements, including, without limitation, buildings (schools and softball fields), below-grade foundations, utility installations owned by Owner located on or under the buildings (except those noted to remain), and proper disposal of all debris resulting from such Work; and proper compaction and grading of the site following the removal of all improvements and debris therefrom. All non-salvageable material should be taken to the Tipton County landfill located in Brighton, TN following all State of TN regulations.
- Contractor shall have salvage rights to all components of the improvements to the site, except only any asbestos containing materials which must be disposed of as provided for herein.
- The Work expressly includes the removal and proper disposal of asbestos comprising a portion of the improvements at the Crestview Elementary School (as opposed to any such substances improperly released into the environment). Contractor shall use Best Management Practices (BMP) to monitor the construction site during demolition and the disposal of the asbestos containing building material (ACBM). Contractor to provide supervision at the site and oversee the manifest documenting the removal and disposal of the ACBM, following all State of TN regulations. All asbestos containing materials should be taken to the Tipton County landfill located in Brighton, TN following all State of TN regulations.
 - Approximately 86,000 square feet of ACBM has been found throughout the Crestview Elementary School. The mastic for the tan 12x12 tiles has been confirmed as non-friable ACBM. It is adhered to the back of the tiles and the concrete. During demolition, concrete slab to be immersed in water and broken into manageable pieces. Concrete shall not be cut or pulverized. The hauling of slab debris from the Elementary School must be covered at all times during hauling.

- Twenty-four fire door panels are assumed to contain non-friable ACBM, all fire door panels indicated on the plan shall be removed intact and in on piece, where possible. The hauling of fire door panels from the Elementary School must be covered at all times during hauling.
- The Work expressly excludes the removal and proper disposal of asbestos at the Crestview Middle School. It has been documented as having no ACBM in the building.

Subject to additional requirements as set forth in the Contract Documents, Contractor shall perform the following duties in connection with the Scope of Work:

- Utilities: Contractor shall contact all relevant utilities to (1) ensure that service has been disconnected; (2) to determine the location of any underground utilities located at the Site; and (3) to properly cap off all utilities as appropriate in accordance with all applicable requirements.
- Fill and Compaction: Any depressions resulting from the removal of underground utilities, building foundations or other items shall be filled to grade with clean fill and compacted to 95% and tested as indicated in the Contract Documents.
- Grading: Following the removal of all on-grade improvements, underground improvements, and debris, Contractor shall grade all disturbed surface areas as indicated in the Contract Documents.

Target Date to have the Crestview Elementary School and Crestview Middle School – Demolition Package completed is November 15, 2023.

FINAL APPROVAL

It is understood that any contract requires approval by the TCSD Board in writing evidenced upon the minutes. If any contract is not approved in writing evidenced on the minutes, it is void and no payment shall be made hereunder.

PROCUREMENT GUIDELINES

Not all items will be included in future contracts but Respondents must accept these guidelines to establish a quick and clear understanding for Federal Disasters. The following clauses are required conditions when soliciting information for personnel or services:

1. ACKNOWLEDGMENT OF AMENDMENTS

Respondents shall acknowledge receipt of any amendments by copying and signing and being a part of the request. Amendments may include Questions/Answers.

2. APPLICABLE LAW

Any Contract as a result of this RFP and/or future RFPs shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of competent jurisdiction within or nearest Tipton County, Tennessee. The Respondent shall comply with applicable federal, state, and local laws and regulations.

3. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of TCSD to issue any future contracts as a result of an RFP is conditioned upon the appropriation of funds by TCSD and/or its funding bodies.

4. REPRESENTATION REGARDING CONTINGENT FEES

Respondent represents that it has not retained a person to solicit or secure future contracts upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondent's response.

5. REPRESENTATION REGARDING GRATUITIES

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth Tennessee Procurement Manual.

6. COMPLIANCE WITH LAWS

The Respondent understands that the TCSD is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Respondent agrees during the term of agreements that the Respondent will strictly adhere to this policy in its employment practices and provision of services. The Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Tennessee, and local laws and regulations, as now existing and as may be amended or modified.

7. E-VERIFICATION

Respondent represents and warrants that it will ensure its compliance with the Tennessee Department of Labor and Workforce Development and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Tennessee. As used herein, "status verification system" means the Illegal Immigration Reform and

Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the TCSD, to provide a copy of each such verification to the TCSD. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

- (1) Termination of any Agreement and ineligibility for any state or public contract in Tennessee for up to three (3) years, with notice of such cancellation/termination being made public; or,
- (2) The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Tennessee for up to one (1) year; or,
- (3) Both.

In the event of such termination/cancellation, Respondent would also be liable for any additional costs incurred by the TCSD due to contract cancellation of license or permits.

8. TRANSPARENCY AND OPEN RECORDS

Notwithstanding any other provision of any contract or other documents, the selected contractor will acknowledge and agree that TCSD is subject to and will comply with the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., including disclosure of the Contract and any other documents or records subject to release pursuant to the Tennessee Open Records Act. If a public records request is made for any information provided to the TCSD pursuant to the agreement, the TCSD will respond to the request in accordance with the procedures and limitations set forth in applicable law. Any contract, including any documents or terms and conditions incorporated therein, accompanying exhibits, attachments, and appendices, are subject to the Tennessee Open Records Act and its exceptions. Information identified by the selected contractor as trade secrets or other proprietary information which is deemed confidential by state or federal law will be redacted.

9. CONFIDENTIAL INFORMATION

The selected contractor shall contractually agree that its officers, employees and agents will collect, use and/or disclose personally identifiable information from education or other records disclosed only for the contractual purposes for which the disclosure was made and not for any other purpose; that confidentiality shall be maintained as required by law; and that all reasonable physical, administrative and technical safeguards to protect the confidentiality of information maintained physically, electronically or otherwise, shall be maintained.

10. ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of future agreements and or contracts, in the event the selected contractor defaults in any obligations under an agreement, the selected contractor shall pay to the TCSD all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the TCSD in enforcing any agreement or otherwise reasonably related thereto. The selected contractor must agree that under no circumstances shall the TCSD be obligated to pay any attorneys' fees or costs of legal action to any selected contractor.

11. AUTHORITY TO CONTRACT

The selected contractor must warrant (a) that it is a validly organized business with valid authority to enter into an agreement; (b) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (c) notwithstanding any other provision of agreements to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under any agreement.

12. RESPONDENT PERSONNEL

The TCSD shall, when contracting, have the right of reasonable rejection and approval of staff or Subcontractors. Selected contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Selected contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

13. CRIMINAL BACKGROUND CHECKS

The selected contractor shall be required to comply with all provisions of Tenn. Code Ann. § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. The selected contractor shall ensure that a criminal history records check has been conducted for each such employee and that no such employee has been convicted of a criminal offense identified in Tenn. Code Ann. § 49-5-413(d)(3)(B). The selected contractor shall further ensure that no such employee has been determined by the department of children's services or a court of law to have committed child abuse, severe child abuse, child sexual abuse, or child neglect pursuant to Tennessee law. Selected contractor shall ensure that subcontractors, if any, comply with the requirements of this paragraph.

14. NO PAYMENT BY A RESIDENT, BUSINESS OR INSTITUTION

The selected contractor will not be permitted to charge any resident, business or institution for work performed under any scope of work, nor shall the selected contractor or anyone employed or subcontracted by the selected contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.

15. FAILURE TO DELIVER

A contract shall require, in the event of failure of the selected contractor to deliver services in accordance with the terms and conditions of any contract, the TCSD, after due oral or written notice, may procure the services from other sources and hold the selected contractor responsible for any resulting additional purchase and/or administrative costs. This remedy shall be in addition to any other remedies available to the TCSD.

16. FAILURE TO ENFORCE

Failure by the TCSD at any time to enforce contractual provisions will not be construed as a waiver of its provisions. Such failure to enforce shall not affect the validity of any contract or any part thereof or the right of the TCSD to enforce any provision at any time in accordance with its terms.

17. INDEPENDENT CONTRACTOR STATUS

The selected contractor shall, at all times, be regarded as an independent contractor under future contracts and shall at no time act as an agent for the TCSD. Nothing contained in a contract shall be deemed or construed by the TCSD, the selected contractor or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the TCSD and the selected contractor.

18. NO LIMITATION OF LIABILITY

Nothing in any future Agreement shall be interpreted as excluding or limiting any tort liability of the selected contractor for harm caused by the intentional or reckless conduct of the selected contractor or for damages incurred through either the negligent performance of duties by the selected contractor or the delivery of products that are defective due to negligent construction.

19. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

A contract shall require that TCSD owns all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with any contract services, except for the selected contractor's internal administrative and quality assurance

files and internal project correspondence. The selected contractor shall deliver such documents and work papers to the TCSD upon termination or completion of each project. The selected contractor shall be entitled to retain a set of such work papers for its files. selected contractor shall be entitled to use such work papers only after receiving written permission from the TCSD and subject to any copyright protections.

20. RECORD RETENTION

Record retention shall be maintained beginning with the prequalification process, including future requests for price increases, future contracts, and all documentation per activation for three (3) years following any and all declaration closeouts. However, if any audit, litigation or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

21. RIGHT TO INSPECT FACILITY

The TCSD may at reasonable times inspect the place of business of a selected contractor or any Subcontractor which is related to the performance of any Contract awarded by the TCSD.

22. TERMINATION FOR CONVENIENCE

1. Termination. The TCSD may, when the interests of the TCSD so require, terminate any contract in whole or in part, for the convenience of the TCSD. The TCSD shall give written notice of the termination to the selected contractor specifying the part of the contract terminated and when termination becomes effective.

2. Selected Contractor's Obligations. The selected contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the selected contractor will stop work to the extent specified. The selected contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The selected contractor shall pay or otherwise resolve any liabilities and/or claims arising out of any termination of subcontracts and orders connected with the terminated work. The TCSD may direct the selected contractor to assign the selected contractor's right, title, and interest under terminated orders or subcontracts to the TCSD. The selected contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

24. TERMINATION FOR DEFAULT

1. Default. If selected contractor refuses or fails to perform any of the provisions of this agreement with such diligence as will ensure its completion within the time specified in a

contract or any extension thereof, or otherwise fails to timely satisfy contract provisions, or commits any other substantial breach, the TCSD may notify selected contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the TCSD, such officer may terminate selected contractor's right to proceed with a contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the TCSD may procure similar supplies or services in a manner and upon terms deemed appropriate by the TCSD. selected contractor shall continue performance of a contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. Selected Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the TCSD, selected contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of selected contractor in which the TCSD has an interest.

3. Compensation. Payment for completed services delivered and accepted by the TCSD shall be at a contract price. The TCSD may withhold from amounts due selected contractor such sums as the TCSD deems to be necessary to protect the TCSD against loss and to reimburse the TCSD for the excess costs incurred in procuring similar goods and services.

4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, selected contractor shall not be in default by reason of any failure in performance of any contract in accordance with its terms (including any failure by selected contractor to make progress in the prosecution of the work hereunder which endangers such performance) if selected contractor has notified the TCSD within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the TCSD and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, selected contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected contractor to meet the contract requirements. Upon request of selected contractor, the TCSD shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, selected contractor's progress and performance would have met the terms of a contract, the delivery schedule shall be revised accordingly, subject to the rights of the TCSD under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. Erroneous Termination for Default. If, after notice of termination of selected contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the TCSD, be the same as if the notice of termination had been issued pursuant to such clause.

6. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

25. TERMINATION UPON BANKRUPTCY

Any future Contract may be terminated in whole or in part by the TCSD upon written notice to selected contractor if selected contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the selected contractor of an assignment for the benefit of its creditors. In the event of such termination, the selected contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under any contract, but in no case shall said compensation exceed the total contract price.

26. THIRD PARTY ACTION NOTIFICATION

Selected contractor shall give the TCSD prompt notice in writing of any action or suit filed and prompt notice of any claim made against the selected contractor by any entity that may result in litigation related in any way to any agreements.

27. UNSATISFACTORY WORK

If at any time during any contract term, the service performed or work done by the selected contractor is considered by the TCSD to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the TCSD, the selected contractor shall, on being notified by the TCSD, immediately correct such deficient service or work. In the event the selected contractor fails, after notice, to correct the deficient service or work immediately, the TCSD shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the selected contractor.

28. WAIVER

No delay or omission by either party to any agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contracts, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to any agreement shall be valid unless set forth in writing by the party

making said waiver. No waiver of or modification to any term or condition of any agreement will void, waive, or change any other term or condition. No waiver by one party to any agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

29. NO LIABILITY OF TCSD OFFICIALS AND EMPLOYEES.

No board member, administrator, official, agent or employee of TCSD shall be personally liable to the selected contractor or any other person or entity, including a third-party beneficiary, in the event any provision of a contract is unenforceable; there is any default or breach by TCSD; for any amount which may become due under a contract; or on any obligations under the terms of a contract.

30. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, a contract shall be construed to benefit the parties and their respective successors and assigns only and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency. No person who is not a party to a contract shall have any right to enforce any of its terms, even if indirectly benefited by it.

31. CERTIFICATION REGARDING ISRAEL.

By execution of this RFP, Respondent certifies that its company is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

REQUIRED FEDERAL PROCUREMENT CLAUSES:

EQUAL EMPLOYMENT ACT.

a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 601.3 must include the equal opportunity clause provided under 41 C.F.R. § 601.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee,

or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

ACCESS

TCSD, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any other duly authorized representatives to any of these bodies shall have access to any and all books, documents, papers and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpt and transcriptions.

BYRD ANTI-LOBBYING AMENDMENT

The contractor shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The contract shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. The contractor shall require all subcontractors to submit these same certifications. The contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

CLEAN AIR AND WATER ACTS COMPLIANCE

At all times the contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Conservation Act (42 U.S.C. 6201).

ENERGY EFFICIENCY

The contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- i. competitively within a timeframe providing for compliance with the contract performance schedule.
- ii. meeting contract performance requirements; or,
- iii. at a reasonable rate.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by TCSD. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the TCSD, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SEAL, LOGO, AND FLAGS

The contractor shall not use the U.S. Department of Homeland Security (DHS) or TCSD seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

DAVIS-BACON ACT

The contractor shall comply the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) in so far as it may apply to this contract.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation: Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of

Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for Unpaid Wages and Liquidated Damages.** TCSD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

INDEMNITY, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY

(1.) Pursuant to Article II, Section 29 of the Tennessee Constitution, TCSD is prohibited from lending its credit to private entities and, therefore, prohibits an agreement by TCSD to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision requiring TCSD to indemnify or hold harmless Selected Contractor or any other person or entity and any disclaimer of warranties or other limitation of liability in favor of Selected Contractor is enforceable only to the extent permitted by Tennessee law, provided, in addition, that TCSD's monetary limits of liability under any such provision is limited to the monetary limits of liability provided for in the Tennessee Governmental Tort Liability Act ("TGTLA", at Tenn. Code Ann. § 29-20-101 et seq). No provision of any contract shall act or be deemed a waiver by TCSD of its rights or privileges as a sovereign entity, including its rights or privileges or of any provision of the TGTLA. TCSD reserves all rights afforded to local governments under law for all general and implied warranties. No provision of this Agreement shall constitute a debt or pledge of the full faith and credit of the TCSD.

(2.) Selected Contractor will agree to indemnify, hold harmless, protect and pay TCSD and TCSD's agents, representatives, and any affiliated or related entities against any and all claims, loss, liability, damage, cost, and expenses, including reasonable attorney fees and litigation cost, that is determined by a court of law to have occurred in whole or in part as a result of or due to the negligence or fault of Selected Contractor, its agents, consultants, employees or representatives with regard to Selected Contractor's responsibilities set forth in any contract documents.

BACKGROUND CHECKS

Selected Contractor shall agree, warrant and assure that its services do not require its employees or agents to have direct contact with school children or to come on or about school property when children are present. Selected Contractor will acknowledge that if such contact or presence is required for any reason, the Selected Contractor shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Selected Contractor shall ensure no employees of CER who may have direct contact with school children or who will come on or about school property when children are present has been determined by the department of children's services or a court of law to have committed child abuse, severe child abuse, child sexual abuse, or child neglect pursuant to title 37. Selected Contractor shall ensure that all contractors, subcontractors, consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

IDENTIFICATION TAGS

Selected Contractor shall require all construction workers, whether Contractor's own forces, or the forces of another contractor or subcontractors, to wear identification tags on the front of their persons during all times that they are on TCSD's property. Such identification tags shall have identification of the construction worker by number or other identifying medium in a typeface large enough to be seen from a reasonable distance.

LIENS PROHIBITED

Selected Contractor or any of its contractors, subcontractors, agents or sub-consultants, whether skilled or unskilled, shall not, in any manner have, claim or acquire any lien upon the Project, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the state of Tennessee.

SITE ACCESS

Selected Contractor shall maintain control over all of its employees, contractors, subcontractors, suppliers, and others for whom Selected Contractor is responsible. Selected Contractor shall remove or cause to be removed from the project any person or entity for whom Selected Contractor is responsible who is determined by the TCSD or the Architect to be detrimental to the project. Selected Contractor shall immediately reassign or replace any person (including its own personnel) on the site upon receipt of TCSD's written notice to do so. Selected Contractor is responsible for securing each of the project sites and ensuring that only authorized individuals will have access to project sites.

TESTING

Selected Contractor shall ensure that all testing is coordinated among contractors and/or subcontractors, including, but not limited to, ensuring that testing representatives are informed as to the correct testing standards and protocols, and for ensuring all tests achieve acceptable results prior to the continuation of work by the contractors and/or subcontractors. Unless specifically authorized in writing otherwise, all testing shall be performed by a nuclear density gauge; proof-rolling, except as final pre-pour check, is not acceptable. Selected Contractor shall be responsible for coordinating the work of all contractors, subcontractors and testing representatives, including the implementation of testing schedules as required by the Contract Documents, and the development of clear protocols providing for written confirmation of the Selected Contractor's verification that the subcontractor's work has satisfied the testing required under the Contract Documents. Selected Contractor shall retain records of all test results and will provide such records to the TCSD upon request.

REQUIRED CHECKLIST/SIGNATURE PAGE

Tennessee Procurement Manual

Respondent certifies that it has reviewed the Tennessee Procurement Manual.

_____ initial

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the TCSD or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

_____ initial

Conflicts of Interest

The Respondent

☐ is ☐ is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

_____ initial

Representation Regarding Contingency Fees

The Responder

☐ has ☐ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

_____ initial

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Tennessee Procurement Manual.

_____ initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

_____ initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.

_____ initial

Proprietary Information

This response

☐ does ☐ does not

Contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at

_____.
_____ initial

Boycott of Israel

This response

☐ does ☐ does not

Contractor certifies that its company is not engaged in a boycott of Israel.

_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature

Date

Name (Printed)

Title

ATTACHMENT A: CONFLICTS OF INTEREST

1. List the names of Members of the Respondent's Board of Directors or other Governing Body:

_____	_____
_____	_____
_____	_____

2. Are any Members of the Governing Body or Project Staff also TCSD employees?

Check one, only: ____YES ____NO

3. If Yes, please list the name of the TCSD employee(s) and the position held within the TCSD.

_____	_____
_____	_____

4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of TCSD Employees?

Check one, only: ____YES ____NO

5. If Yes, List the Name and Relationship to the employee:

_____	_____
_____	_____

6. List all other current contracts with TCSD (include \$ amount/start/end dates):

_____	_____
_____	_____

7. Contractor's Signature:

_____	_____
Signature	Date

ATTACHMENT B:
APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor Name: _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C: COST SHEET:

Project: CRESTVIEW ELEMENTARY SCHOOL AND CRESTVIEW MIDDLE SCHOOL –
DEMOLITION PACKAGE

Date: _____

A2H Project No: 23204 / 23205

Proposal of _____ (hereinafter called "Bidder"), a
_____, organized and existing under the laws of the State of
Corporation, Individual, or Partnership
_____, doing business as _____.

Bidders:

The Bidder, in compliance with your invitation for bids for the construction of

**CRESTVIEW ELEMENTARY SCHOOL AND CRESTVIEW MIDDLE SCHOOL –
DEMOLITION PACKAGE**

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the scope of work within **90** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum(s):

Bidder agrees to perform all the **CRESTVIEW ELEMENTARY SCHOOL AND CRESTVIEW MIDDLE SCHOOL – DEMOLITION PACKAGE** work described in the specifications and shown on the plans, for the sum of:

1. Crestview Elementary School

(Amount Bid in Words)

_____ \$ (_____)
(Amount Bid in Numbers)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

2. Crestview Middle School

(Amount Bid in Words)

_____ \$ (_____)
(Amount Bid in Numbers)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

3. Softball Fields

(Amount Bid in Words)

_____ \$ (_____)
(Amount Bid in Numbers)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

4. Total Lump Sum Amount

(Amount Bid in Words)

_____ \$ (_____)
(Amount Bid in Numbers)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 7 days and deliver a Surety Bond or Bonds as required by Article 6 of the General Conditions. The bid security attached in the sum of:

5% of Amount Bid (In Words)

_____ \$ (_____)
5% of Amount Bid (In Numbers)

is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

(Contractor Company)

By: _____
(Contractor Representative)

(Title)

(SEAL – *if bid is by a corporation*)